

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

MSCO DISTRIBUTION AND  
IMPROVEMENT, INCORPORATED,

Plaintiff,

v.

TY-LAN ENTERPRISES, INC. and  
SURE DRIVE USA, INC.,

Defendants.

Civil Action No. 07-0398

Judge Lancaster/ Magistrate Judge  
Mitchell

**STIPULATED NOTICE OF VOLUNTARY DISMISSAL**

Plaintiff, MSCO Distribution and Improvement, Incorporated, and Defendant, Pan American Screw, Inc., d/b/a Sure Drive USA, hereby stipulate pursuant to Fed.R.Civ.P.41 (a)(ii) to the dismissal of all claims that are the subject of this lawsuit with prejudice.<sup>1</sup> The parties agree and stipulate that they will bear their own respective costs.

Respectfully submitted,

PAYNE, WELSH & KLINGENSMITH, LLC

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN, P.C.

By: /s/ Anthony S. Posa  
Anthony S. Posa, Esquire  
PA ID # 89777

By: /s/ Edward A. Miller  
Edward A. Miller, Esquire  
PA ID # 58954

105 Penn Plaza  
Turtle Creek, PA 15145  
(412) 823-8100  
[aposa@pwklawyers.com](mailto:aposa@pwklawyers.com)

U.S. Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 803-1140  
[eamiller@mdwecg.com](mailto:eamiller@mdwecg.com)

Counsel for Plaintiff, MSCO Distribution and  
Improvement, Incorporated

Counsel for Defendant, Pan American  
Screw, Inc., d/b/a Sure Drive USA

<sup>1</sup> Defendant, Ty-Lan Enterprises, Inc., was previously dismissed by stipulation filed May 2, 2007, (Document No. 8). Accordingly, Ty-Lan's consent to this stipulated dismissal is not necessary, and all remaining parties have stipulated to the dismissal as required by Rule 41(a)(ii).

SO ORDERED, this 9th day of October, 2007.

  
\_\_\_\_\_  
Gary L. Lancaster, U.S. District Judge